IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

MONDAY, THE ELEVENTH APRIL
TWO THOUSAND AND FIVE

PRESENT

**THE HON'BLE MS JUSTICE G.ROHINI**

**WRIT PETITION NO : 4800 of 2005**

Between:

M/s. United Transports rep. by its Proprietor R. Venkatram Reddy, S/o. R. Bal Reddy, Triveni Complex, Habsiguda, Hydeabad.

**... PETITIONER**

AND

1 The District Collector of Hyderabad, Hyderabad.
2 The Principal Secretary of Revenue Dept., the State of A.P.,Hyderabad.
3 The Annadan Trust, No. 3-3-52, Kachiguda, Station Road, Hyderabad.
4 Naandi, an Autonoumous Foundation of A.P. 103, Golden Green Apts.,Erra manzil Colony, Panjagutta, Hyd.

**...RESPONDENTS**

Petition under Article 226 of the constitution of India praying that in the circumstances stated in the Affidavit filed herein the High Court may be pleased to Issue a writ, order or direction more particularly one in the nature of Writ of Mandamus declaring the action of the 3rd respondent herein in abruptly terminating petitioners contact of transpiration of food to various schools in twin cities under the Midday meal programme vide proceedings of the 3rd respondent dt. 17.2.2005, without any notice or opportunity to the petitioner as highly illegal arbitrary and to consequently direct the 3rd respondent to forthwith revoke the said proceedings dt. 17.2.2005 and further permit the petitioner to carry on the said work.

**Counsel for the Petitioner: SMT.K.ANNAPURNA REDDY**

**Counsel for the Respondents1&2 : GP FOR REVENUE**

**The Court at the stage of admission made the following:**

**THE HON'BLE MS. JUSTICE G.ROHINI**

**WRIT PETITION NO.4800 OF 2005**

**ORDER :**

This writ petition is filed seeking a declaration that the action of the third respondent in terminating petitioner's contract of transportation of food to various schools in twin cities under the Midday Meal Programme vide proceedings dated 17-02-2005 as arbitrary and illegal.

Under the impugned proceedings dated 17-2-2005 the transport contract in favour of the petitioner was terminated with immediate effect on the ground that the negligence of the driver of the petitioner's vehicle resulted in an accident inside the school premises and resulting in the death of a school student.

The said action of the respondent is questioned in this writ petition contending that the petitioner cannot be made responsible for the accident which took place due to the negligence of the driver. It is also contended that the impugned order passed without prior notice or opportunity to the petitioner is arbitrary and illegal.

At the outset, it is to be noted that the petitioner does not dispute the fact that the work of transport was allotted to him only on contract basis. The impugned proceedings is nothing but termination of the said contract for the reasons specified thereunder. Nothing has been placed before this Court show that the contract in question was awarded under the provisions of any statute. Obviously, the matter does not involve enforcement of any statutory right.

The law is well settled that in a case of concluded contract voluntarily entered into between the parties where the terms and conditions are not regulated by any statute as such, the obligations which arise out of such contract cannot be dealt with under Article 226 of the Constitution of India. Hence, on that ground alone, the Writ Petition is liable to be dismissed as not maintainable. However, it is always open to the petitioner to work out the appropriate remedy as available under law for redressal of his grievance.

The Writ Petition is accordingly dismissed. No costs.

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11th April, 2005.

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ASSISTANT REGISTRAR

To

1 The District Collector of Hyderabad, Hyderabad.
2 The Principal Secretary of Revenue Dept., the State of A.P.,Hyderabad.

3 Two C.Cs. to the G.P. for Revenue, High Court Buildings, Hyderabad.
(OUT)

4 Two C.D. copies.